

RECORDATION NO. 5754-B Filed & Recorded

AUG 26 1970 -8 55 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

DATED AS OF AUGUST 21, 1970

AMENDING

RAILROAD EQUIPMENT LEASE

DATED AS OF JUNE 15, 1970

AND

SUPPLEMENTAL AGREEMENT

DATED AS OF JULY 10, 1970

BETWEEN

BETHLEHEM STEEL CORPORATION
Lessor

AND

TRAILER TRAIN COMPANY
Lessee

THIS SUPPLEMENTAL AGREEMENT dated as of August 21, 1970, between BETHLEHEM STEEL CORPORATION (hereinafter called the "Lessor") and TRAILER TRAIN COMPANY (hereinafter called the "Lessee");

WITNESSETH:

WHEREAS, the Lessor and Lessee have entered into a Railroad Equipment Lease dated as of June 15, 1970 (hereinafter called the "Lease"), which Lease was recorded with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act on June 18, 1970, at 12:20 P. M. and assigned Recordation No. 5754; and

WHEREAS, the Lessor and Lessee have entered into a Supplemental Agreement dated as of July 10, 1970, which Supplemental Agreement was recorded with the Interstate Commerce Commission on July 16, 1970, at 1:50 P. M. and assigned Recordation No. 5754-A; and

WHEREAS, Lessor and Lessee desire to supplement and amend the Lease in certain respects, as hereinafter more fully described;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth the parties hereto do hereby agree as follows:

1. Section 1 of the Supplemental Agreement dated July 10, 1970, as hereby amended by the deletion of (42) 89'4" Standard Flat Cars, without components, except hydraulic draft gears and couplers, to be numbered 963350, 963351, 963372, 963378, 963383, 963385, 963386, 963387, 963390 and 963392

to 963424, toth inclusive, to be purchased at \$16,277.89, each.

2. The Lease, as supplemented by this Agreement, shall continue in full force and effect.

3. Lessee will, at its expense, upon execution and delivery of this Agreement, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, as amended, and wherever else required in order to publish notice of and to protect the title of Lessor to the cars.

IN WITNESS WHEREOF, the parties, hereto have caused this instrument to be executed in their behalf and sealed with their respective seals as of the date first above written.

BETHLEHEM STEEL CORPORATION

ATTEST:

By:

D. M. Swan, Jr.
D. M. SWAN, JR.
ASSISTANT SECRETARY

Francis Van Nuys
FRANCIS VAN NUYS
VICE PRESIDENT

TRAILER TRAIN COMPANY

ATTEST:

By:

A. F. Hunter
ASSISTANT SECRETARY

John H. Crain
COMPTROLLER

COMMONWEALTH OF PENNSYLVANIA (
 (ss.
 COUNTY OF NORTHAMPTON (

On this 25th day of August, 1970, before me personally appeared FRANCIS VAN NUYS, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of Bethlehem Steel Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Evelyn S. Hecker

NOTARY PUBLIC

My Commission Expires
City of Bethlehem
Northampton County
October 13, 1970

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

On this 24th day of August, 1970, before me personally appeared, **John H. Craemer**, to me personally known, who, being by me duly sworn, says that he is **COMPTROLLER** of Trailer Train Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



WILLIAM J. O'NEILL
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires June 26, 1972

SPECIAL CERTIFICATE

TO: TRAILER TRAIN COMPANY

I, a duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Company"), do hereby certify that I have inspected the following described flat cars at the time and place of their acceptance on behalf of the Company under the terms of the Railroad Equipment Lease dated June 15, 1970, amended July 10, 1970 and August 21, 1970, between BETHLEHEM STEEL CORPORATION and the Company:

Type of Cars:

Number of Units:

Place Accepted:

Date Accepted:

Numbered:

I do further certify that there was plainly, distinctly, permanently and conspicuously marked by stencilling on each side of each unit at the time of its acceptance, in letters not less than one inch in height, the following legend:

"MANUFACTURERS HANOVER TRUST COMPANY,
NEW YORK, NEW YORK, TRUSTEE, OWNER"

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY

CERTIFICATE OF ACCEPTANCE
UNDER RAILROAD EQUIPMENT LEASE

TO: BETHLEHEM STEEL CORPORATION

I, a duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Lessee"), for the purpose of the Railroad Equipment Lease dated June 15, 1970, amended July 10, 1970 and August 21, 1970, between you, as Manufacturer and the Lessee, do hereby certify that I have inspected, received, approved and accepted delivery on behalf of the Lessee under said Railroad Equipment Lease of the following units of railroad equipment:

Type of Cars:

Place Accepted: Johnstown, Pennsylvania

Date Accepted:

Number of Units:

Numbered:

I do further certify that the foregoing cars are in good order and condition and conform to the specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all standards of the Association of American Railroads. The execution of this certificate will in no way relieve the Manufacturer of its duty or decrease its responsibility (1) to produce and deliver the railroad equipment indicated above in accordance with the terms of the Purchase Agreement and (2) in respect of its warranty in the Lease of Railroad Equipment, be of good workmanship, constructed with quality materials, and be free of defects.

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY